DESCRIPTIONS IN CONVEYANCES.—Few of the general public realize how much trouble people pile up for themselves and others by having, in the interest of economy, deeds and other legal documents drawn up by unskilled draughtsmen. The readily accessible prepared form which looks so easily filled in, is a constant invitation to this practice. In the field of conveyances it is peculiarly important that the instruments be carefully and wisely drawn, for the possible troubles arising from careless or unskillful preparation are not limited to the original parties. Every lawyer has had frequent occasion in the examination of titles to land to consign to eternal punishment laymen, justices of the peace, notaries public, and careless lawyers of days gone by; and these occasions most commonly arise in the consideration of descriptions of the property conveyed.

It is of course true that the description in the deed cannot, ordinarily at least, identify the land, but it should and must furnish the *means* of identification. In *Blake v. Doherty,* 5 Wheat 359, 362, Marshall, C. J., said: "It is undoubtedly essential to the validity of a grant that there should be a thing granted which must be so described as to be capable of being distinguished from other things of the same kind. But it is not necessary that the grant itself should contain such a description as, without the aid of extrinsic testimony, to ascertain precisely what is conveyed." And in *Mead v. Parker,* 115 Mass. 413, Wells, J., said: "The most specific and precise description of the property intended requires some parol proof to complete its identification. A more general description requires more."

The failure on the part of the writer of the deed to look at the description objectively, so to speak, is the cause of much of the difficulty. The parties to the transaction of course know perfectly well what property it is they have in mind; and they and the scrivener are apt to be satisfied with language in the deed which, fitting in with what they already *know,* appears adequately to identify the tract to be conveyed. No description should be passed until an affirmative answer can be given to the question—will these words enable a stranger to this transaction to determine positively, perhaps many years in the future, the boundaries of the parcel?

In Hanna v. Palmer, 194 Ill. 41 ("a part of the west one-half of the north east quarter of section seventeen, town three north, range nine east in Richland County, Illinois, containing one acre, more or less"); *James v. Hamil,* 140 Ga. 168 ("153 1/3 acres off of lot No. 42"); *Dickens v. Barnes,* 79 N. C. 490 ("one tract of land lying and being in the county aforesaid, adjoining the lands of xx, containing 20 acres more or less"); *Morse v. Stockman,* 73 Wis. 89 ("the southeast corner") and in many other cases of like character that might be cited, the deeds were held bad though it may very well be true that the parties to the transaction and the scrivener knew perfectly the properties intended to be covered.

Courts are properly very anxious to uphold deeds and to find in the language used a sufficient description of the property. If the conveyance is of a specified quantity of land out of a determinable larger tract the grantee may be held to have taken an undivided interest in the propor-

tion his unlocated tract bears to the larger. *Cullen v. Sprigg,* 83 Cal. 56; *Morehead v. Hall,* 126 N. C. 213. But if there has been an ineffective attempt to describe a specific parcel this rule will not be applied. *Harris v. Woodard,* 130 N. C. 580; *Grogan v. Vache,* 45 Cal. 610. If the property conveyed is located by the deed in a certain position in the larger tract the conveyance may be upheld as covering a parallelogram or possibly a figure of some other appropriate shape in the position indicated. For instance, in *Gaston v. Wier,* 84 Ala. 193, a deed of "forty-seven and one-fourth acres of the west part of the north half of the northwest fourth of section 1," was held good. See also *Osteen v. Wynn,* 131 Ga. 209; *Tierney v. Brown,* 65 Miss. 563, 7 Am. St. Rep. 679. And in *Walsh v. Ringer,* 2 Ohio 327, 15 Am. Dec. 555, a description of lands as "seventy acres of land, it being and lying in the south-west corner," etc., was held good as covering a square tract containing the specified acreage. Since an exception properly is merely a mode of limiting a more general description, it has been held that an exception of a certain quantity of land in a corner will prima facie be a square of the proper area. *Green v. Jordan,* 83 Ala. 220; *Osteen v. Wynn,* 131 Ga. 209; *Lego v. Medley,* 79 Wis. 211, 24 Am. St. Rep. 706. But if the intent of the parties as manifested in the deed cannot be carried out by laying off the tract in a square, a figure of different shape may be marked out. For instance, in *Lego v. Medley, supra,* the exception was of an acre from a certain corner "together with the buildings thereon." An acre in the form of a square would include only part of the buildings, but a like area 10 rods by 16 rods would include all of them, so the court ruled the land excepted should be of the latter shape. Now it is quite likely that a rectangle of nine and a fraction rods by sixteen and a fraction rods would have accomplished the result of including all the buildings, but the court sensibly chose dimensions producing a tract of a shape quite common and regular. In *Hodge v. Blanton,* 38 Tenn. 560, there was the following exception: "a small lot reserved for a burying ground, two poles square, around the graves where the said William Hodge and his grandchildren are now buried." An instruction "that in the absence of any agreement of the parties, the law would fix the boundaries of the reserved lot, by making the three graves, which were there when the conveyance was made, a common center from which, by lines equally extended each way, an area of 'two poles square' was to be laid off," was held proper. But in *Harris v. Woodard,* 130 N. C. 580, where the conveyance was of "a certain piece or tract of land, grist mill and all fixtures thereunto, and one store house to contain three acres," the court held the language insufficient. Whether the buildings mentioned were so situated with reference to each other as to permit application of the rule in the *Hodge* case does not appear from the report of the case. In *Honey v. Gambriel* (1922), 135 N. E. 25, the Illinois court, carrying out the familiar and commendable purpose of supporting the deed wherever possible, applied the rule of the *Hodge* case to an exception of "one-half acre where the graveyard is now situated," the graveyard then containing but one-thirtieth of an acre.

It is thus evident that courts will go a long way in upholding badly drawn descriptions. Failure on the part of draughtsmen to observe the caution indicated above, although the deed may ultimately be held adequate, will almost certainly result in a lawsuit. R. W. A.

CONSTITUTIONAL LAW—TAX ON EMPLOYMENT OF CHILD LABOR.—The federal Child Labor Tax Law, Act of February 24, 1919, levied a tax of ten per cent on the net income of persons employing child labor. The act exempts from its operation employers who do not know the child employee to be under age. It also provides for the appointment of inspectors by the Secretary of Labor.

This act was held to be unconstitutional in the case of *Bailey v. Drexel Furniture Co.*, 42 Sup. Ct. 449. The court in disposing of the case states that the manifest intent of the act is regulatory in nature and invades powers lodged exclusively in the states (Const. Amend. 10): "A court must be blind not to see that the so-called tax is imposed to stop the employment of children within the age limits prescribed." The court goes on to say: "Its prohibitory and regulatory effect and purpose are palpable; all others can see and understand this; how can we properly shut our minds to it?" The court refused to overrule an earlier decision rendered in the case of *McCray v. U. S.*, 195 U. S. 27. In that case an act of Congress was held constitutional which imposed a tax of ten cents per pound on colored oleomargarine. The act was entitled, "To provide for the inspection and regulate the manufacture and sale of certain dairy products." It provided that oleomargarine, free from artificial coloration that caused it to look like butter of any shade of yellow, should be taxed at the rate of one-quarter of a cent per pound. In holding this act to be within the taxing power of Congress and therefore constitutional the court states that "given a power in Congress to act, it is not for the judiciary to look into the motives of Congress." It was known that the passage of this act was to protect the dairy interests and destroy the oleomargarine industry. It was clear that instead of raising revenue the act would actually decrease the revenue, for it would destroy the business. On the very face of the act it was regulatory in nature, for it distinguished between colored and non-colored oleomargarine. It is clear that it was the purpose of Congress to penalize the production of the colored product. In rendering its decision the court shut its eyes to all of these facts and held the act to be within the taxing power of Congress.

The early case of *Veazie Bank v. Fenno*, 8 Wall. 533, is also in point. It involved the constitutionality of an act of Congress which levied a tax on all state circulation notes. The tax was so excessive as to indicate the real purpose of Congress, which was to destroy the power of the states to issue this kind of paper. The act was held valid as being within the taxing power of Congress. The court stated that Congress, having the power to tax, was free to exercise that power to the extent of destroying, if necessary, the excessive burden of a tax being no objection to its validity. Since this decision can be upheld on the theory that the thing sought to be accom-